
**AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT**

of

**SUM (E.B.) 2015 - LIMITED PARTNERSHIP
the Partnership**

and

**ERGO (E.B. 2014) LTD.,
as the General Partner**

and

**COGITO (E.B.) 2015 LTD.,
SOUTHERN TRUST COMPANY, INC.,
and
MONTILLA INTERNATIONAL CORPORATION,
as the Limited Partners**

**AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT**

This Amended and Restated Limited Partnership Agreement (this "Agreement"), is made and entered into on June 30, 2016 ("Effective Date"), by and between Sum (E.B.) 2015 - Limited Partnership, an Israeli limited partnership (the "Partnership"), Ergo (E.B. 2014) Ltd. a private company, registered under the laws of the state of Israel, as the general partner of the Partnership (the "General Partner"), and the following as the limited partners of the Partnership: Cogito (E.B.) 2015 Ltd., a private limited company incorporated under the laws of the State of Israel ("Cogito"), Southern Trust Company, Inc., a private corporation incorporated under the laws of the United States Virgin Islands ("STC") and Montilla International Corporation, a private company incorporated in the British Virgin Isles ("Montilla" and together with Cogito and STC, each a "Limited Partner", and collectively, the "Limited Partners"). The General Partner and the Limited Partners shall be referred to collectively herein as the "Partners".

WHEREAS, pursuant to the undertakings and the agreements between the Partnership, the General Partner and each of STC and Montilla, it is desire of all the parties hereto (each a "Party", and collectively the "Parties") to amend and replace the original partnership agreement of the Partnership, dated April 6, 2015 ("Partnership Agreement") and to set forth the rights and obligations of the Partners in connection with the Partnership, all as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Partnership, General Partner and the Limited Partners hereby agree as follows:

1. **Preamble**

The preamble to this Agreement forms an integral part hereof.

2. **The Establishment of the Partnership**

2.1. The name of the Partnership is "Sum (E.B.) 2015 – Limited Partnership".

2.2. The Partnership is a limited partnership in accordance with the provisions of the Partnership Ordinance (New Version) – 1975 (the "Ordinance"), and is and shall remain registered with the Registrar of Partnerships as a limited partnership.

2.3. This Agreement constitutes the charter document of the Partnership in accordance with Section 61(a) of the Ordinance.

2.4. In the event of any contradiction between the provisions of the Ordinance and the terms of this Agreement, the terms of this Agreement shall prevail.

3. **The Structure of the Partnership**

As of the Effective Date and until otherwise shall be determined by the Partnership, in accordance with this Agreement:

3.1. The Partnership is a limited partnership: Ergo (E.B. 2014) Ltd. shall be the general partner as such term is defined in the Ordinance, and Cogito, STC and Montilla shall be the limited partners, as such term is defined in the Ordinance.

3.2. The holding allocation of the Partnership interests and the holdings of the Preferred Rights (as defined and further described below) between the Partners, shall be as set forth hereunder:

Name of Partner	Partnership Interests	Preferred Rights
Ergo (E.B. 2014) Ltd. (General Partner)	0.01%	0%

Cogito (E.B.) 2015 Ltd. (Limited Partner)	49.99%	0%
Southern Trust Company, Inc. (Limited Partner)	33.33%	66.67%
Montilla International Corporation (Limited Partner)	16.67%	33.33%
Total	100.00%	100.00%

4. **The Purpose of the Partnership**

The sole purpose of the Partnership is to hold equity interests in Reporty Homeland Security Ltd., a private company incorporated under the laws of the State of Israel ("Reporty").

5. **Powers**

Subject to the provisions of Section 9.3 below, the overall supervision and control of the business and affairs of the Partnership shall be vested solely in the General Partner, whereby the powers of the General Partner will include all powers, statutory and otherwise, possessed by general partners under the applicable laws of Israel, including the admission of additional or substitute limited partners as Partners of the Partnership. Without derogating from the generality of the foregoing, the General Partner is the sole entity that is entitled, at its sole discretion, to negotiate, undertake, sign and execute, on behalf of the Partnership, any contract, agreement or other form of commitment with any third party, for the benefit of the Partnership.

6. **Liability of the Limited Partners**

The Limited Partners shall not have any liability for the obligations or liabilities of the Partnership except to the extent provided in any applicable law.

7. **Assignments and Withdrawal**

Each of the Limited Partners may only assign all or any of its Partnership Interests, rights, privileges and/or obligations in the Partnership (and/or may only withdraw from the Partnership), with the consent of the General Partner, which shall not be unreasonably withheld or delayed.

8. **Representations, Warranties and Covenants**

Each Partner, by executing and delivering this Agreement, acknowledges, represents and warrants to the Partnership and to each of the other Partners (but only with respect to itself) as follows:

- 8.1. The Partner has all requisite power and authority to enter into this Agreement and to perform all the obligations required to be performed by the Partner hereunder.
- 8.2. The Partner is the sole party in interest with respect to its interests in the Partnership and is not acquiring the interests in the Partnership as an agent or otherwise for any other person.
- 8.3. The Partner agrees to furnish to the General Partner any additional information reasonably requested by it to assure compliance with any applicable laws in connection with its interests in the Partnership.

9. **Preferred Rights**

In addition to all of the aforesaid, each of the Partners who have provided or will provide Preferred Rights' Contribution (as defined below) shall have the following preferred rights (collectively, the "Preferred Rights"):

9.1. **Distribution**

Any distribution of assets and/or proceeds that shall be made by the Partnership to its Partners (in the amounts and at the dates that shall be determined by it from time to time in accordance with the applicable law), shall be subject to the following (each, a "Distribution"):

- 9.1.1. First, and in preference to any right of any Partner in such Distribution, the holders of Preferred Rights shall be entitled to receive any amounts of such Distribution each up to the aggregate amount provided by it to the Partnership, including any capital contribution provided by it to the Partnership in connection with an Exercise Event (as defined below) (“Preferred Rights’ Contribution”) plus applicable Interest (as defined below) accrued thereon (“Preferred Rights Preferred Amount”), less any Preferred Rights Preferred Amount distributed to the holders of Preferred Rights by the Partnership prior to such date;
- 9.1.2. Second, any distribution amount remaining after the payment in full of the Preferred Rights Preferred Amount (the “Profit”), shall be distributed as follows: (i) fifty percent (50%) of the Profit shall be distributed between all the Preferred Rights holders, on a pro rata basis between them, in accordance with their Preferred Rights Partnership's interest; and (ii) fifty percent (50%) of the Profit shall be distributed between all the non-Preferred Rights holders, on a pro rata basis between them, in accordance with their respective Partnership Interest.
- For the purpose of this Agreement “Interest” shall mean an annual interest rate of five percent (5%) per annum compounded annually calculated with respect to any amount of Preferred Rights’ Contribution, from the date such amount was actually provided to the Partnership until the date of full repayment of such amount by the Partnership.
- 9.1.3. Each of the current Preferred Rights’ Contribution (amount and date) is set forth in Exhibit A. The receipt of such Preferred Rights’ Contribution by the Partnership from each of the applicable holder of Preferred Rights is hereby acknowledged.

9.2. Future Investments in Reporty

In the event that the Partnership shall elect to exercise (an “Exercise Event”): (i) the warrant(s) granted to it under that certain Series A Preferred Share Purchase Agreement, dated March 29, 2015 (the “SPA”), with respect to the purchase of Series A Preferred Shares of Reporty, and/or (ii) any other rights that the Partnership may have with respect to the purchase of additional securities of Reporty (collectively hereinafter “Additional Rights”), the Partnership shall first offer the holders of Preferred Rights (on a pro rata basis between them) the right to contribute to the Partnership an amount equal to the applicable exercise price for that purpose (and if such amount is so contributed it shall be used by the Partnership solely to pay the applicable exercise price of such Exercise Event), upon providing the holders of Preferred Rights with a written notice reasonably detailing the relevant terms and conditions of such Exercise Event, which shall include (but not limited to): the number of securities of Reporty to be purchased; the price of such exercise and each limited partner’s pro-rata portion of such Exercise Event (the “Exercise Notice”). Upon receipt of the Exercise Notice, the holders of Preferred Rights shall have a period of seven (7) business days to exercise their rights in connection with such Exercise Event, and to notify the Partnership in writing of commitment to make a capital contribution to the Partnership in an amount equal to their respective pro-rata portion of the applicable aggregate exercise price, and be committed to the provision of the applicable amount within a reasonable time thereafter so as to enable the Partnership to exercise such Additional Rights in accordance with the terms of the Exercise Event.

If any of the Preferred Rights holders do not exercise their full option in such Exercise Event, the General Partner shall be free, within reasonable time following the Exercise Notice, to offer a third party the ability to contribute to the Partnership, and to join the Partnership as a limited partner, by making a capital contribution in an amount equal to the portion of the Reporty securities not subscribed to by the Preferred Rights holders in such Exercise Event, provided that, unless the Partnership first obtained the consent of the holders holding the majority of the Preferred Rights, such third party investor shall not be granted at such transaction with rights superior to the Preferred Rights.

9.3. Protective Rights

The following decisions of the Partnership shall not be adopted by the General Partner or the Partnership, without the approval of each of the holders of Preferred Rights:

- 9.3.1. Amend this Agreement in a way which prejudices or derogates from the rights and privileges of the Preferred Rights holders;
- 9.3.2. Entering into any transaction or agreement with the General Partner; or
- 9.3.3. Effecting any liquidation, dissolution or winding up of the Partnership or otherwise terminating the Partnership's activities.

10. Information Rights

Upon a Partner's reasonable request, the Partnership will provide the Partners with the financial statements of and other information regarding Reporty as set forth in Section 1.1 and 1.2 of that Shareholder Rights Agreement, dated March 29, 2015, by and between Reporty, its ordinary shareholders and the Partnership (the "**Information Rights Section**"), as well as any other relevant information that the Partnership may have from time to time with respect to Reporty, provided that any such information is available to the Partnership and can be disclosed to the Partners (as a limited partner or otherwise) without violating Partnership confidentiality or similar obligations. The Partnership shall procure best efforts to receive such information within the time period as specified in the Information Rights Section.

11. Pre-emptive Rights

If the Partnership proposes to issue additional interests in the Partnership not pursuant to an Exercise Event, it shall first offer the holders of Preferred Rights (on a pro rata basis between them) the right to purchase such additional interests on a pro-rata basis between them, by providing the holders of Preferred Rights with a written notice reasonably detailing the relevant terms and conditions of such issuance (the "**Preemptive Notice**"). Upon receipt of the Preemptive Notice, the holders of Preferred Rights shall have a period of seven (7) business days to exercise their rights in connection with such issuance, and to notify the Partnership in writing of commitment to make a capital contribution to the Partnership in an amount equal to their respective pro-rata portion of the applicable aggregate capital contribution. If the Preferred Rights holders did not exercise their full option in such Preemptive Notice, the General Partner shall be free, within reasonable time following the Preemptive Notice, to offer a third party the ability to purchase the Partnership interests not so purchased by the Preferred Rights holders, and to join the Partnership as a limited partner, provided that, (i) such third party investor shall not be granted rights superior to the Preferred Rights unless the Partnership first obtained the consent of the holders holding the majority of the Preferred Rights, and (ii) the Partnership shall require the approval of the Preferred Rights holders with respect to the identity of the third party investor, such approval not to be unreasonably withheld by the Preferred Rights holders.

12. General Partner Replacement

In the event that and immediately at such time as Mr. Ehud Barak becomes permanently disabled and/or for any reason without obtaining the approval of the holders holding the majority of the Preferred Rights, Mr. Ehud Barak is no longer the sole owner and beneficiary of the General Partner, the General Partner shall take no further action with respect to the management and operation of the Partnership and shall provide the Preferred Rights holders with written notice of such event and the holders holding the majority of the Preferred Rights shall have a reasonable period of time within which to determine whether or not to replace the General Partner with a new general partner of the Partnership as hereinafter provided. The holders holding the majority of the Preferred Rights shall have the aforesaid right to replace the General Partner and appoint a new general partner to manage the affairs of the Partnership in accordance with the rights, obligations and authorizations of the General Partner under the Agreement. In the event that the holders holding the majority of the Preferred Rights replace the General Partner with a new general partner, the General Partner shall have no further authority to take any action with respect to the management and operation of the Partnership. In the event that the holders holding the majority of the Preferred Rights do not replace the General Partner, then upon receipt of written confirmation

from such Preferred Rights holders of their decision not to replace the General Partner, the General Partner may continue the management and operation of the Partnership. The Preferred Rights holders shall not unreasonably delay any determination of whether or not to replace the General Partner with a new general partner of the Partnership.

13. **The Term of the Partnership**

The Partnership is being set up for the period commencing on the Effective Date, and it shall exist until the Partnership is dissolved pursuant to Section 14 below.

14. **Dissolution**

The Partnership shall dissolve, and its affairs shall be wound up, at such time as (a) all of the partners of the Partnership approve such dissolution in writing; or (b) upon the distribution of all the Partnership's assets to the Partners.

15. **Confidentiality**

Each Partner hereby agrees that it shall not divulge or communicate to any person or use or exploit for any purpose whatsoever or divulge to any third parties at any time, any Confidential Information (as defined below), other than to its employees, consultants and representatives, on a need to know basis only. Each Partner hereby agrees that it shall use its best endeavors to prevent its consultants and/or employees (if applicable) from doing the same. The restriction contained in this paragraph shall continue to apply to each Partner after the expiration of this Agreement and after such Partner has ceased to hold its Partnership Interest in the Partnership, without limitation of time. Notwithstanding the foregoing, the Partners may disclose the Confidential Information pursuant to and in accordance with a valid court order issued by a court or government agency, or as required by any governmental entity, provided that the relevant Partner provides, to the extent not prohibited from doing so (a) prior written notice to the Partnership of such order or requirement in order to enable it to seek relief from such requirement, and (b) Partnership prior opportunity to oppose or restrict such disclosure. The relevant Partner shall render reasonable assistance requested by the Partnership (at the Partnership's expense) in connection therewith and disclose only that portion of the Confidential Information which is required to be disclosed by such order and/or law.

"Confidential Information" shall mean all ideas, concepts, trade secrets, proprietary information or any other information related to the Partnership and any confidential information that belongs to a Partner, except that Confidential Information shall not include any information which is publicly available or information which is required to be disclosed by operation of law.

16. **The Governing Law**

This Agreement shall be subject to the laws of the State of Israel.

17. **Entire Agreement**

This Agreement constitute the full and entire understanding and agreement between all of the Partners with respect to the subject matters hereof and supersede all prior agreements (including the Partnership Agreement which shall have no further force and effect), understandings and negotiations, both written and oral, among all of the Partners with respect to the subject matter hereof, and cannot be amended except by a writing signed by all of the Partners.

18. **Notices**

The addresses of the Parties for the purpose of this Agreement are as set forth in Exhibit B. Any notice that shall be sent by registered mail in accordance with one of the aforesaid addresses shall be deemed to have been brought to the attention of the addressee party within seventy-two (72) hours from the time of dispatch thereof, and if delivered by hand or by fax, on the date of the delivery thereof, unless such day is not a business day (at the place of the recipient). In such event, the notice shall be deemed delivered on the next business day (at the place of the recipient).

19. **Translation**

In the event that a Hebrew version of this Agreement is filed with any regulatory or governmental agency, including the Israeli Registrar of Partnerships, then whether or not such Hebrew version contains signatures of the Parties, such Hebrew version shall be considered solely a convenience translation and shall have no binding effect, as between the Parties of the Partnership and with respect to any third party. The English version shall be the only binding version of this Agreement, and in the event of any contradiction or inconsistency between the meaning of the English version and the meaning of the Hebrew version of this Agreement, the Hebrew version shall be disregarded, shall have no binding effect and shall have no impact on the interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of this 30 day of June, 2016.



Sum (E.B.) 2015 - Limited
Partnership (By its general
partner - Ergo (E.B. 2014)
Ltd.)



Ergo (E.B. 2014) Ltd.



Cogito (E.B.) 2015 Ltd.

Montilla International
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Southern Trust Company,
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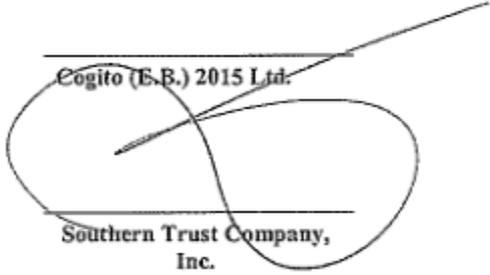


Exhibit A
Preferred Rights' Contribution

Name of Partner	Amount (US\$)	Date
Southern Trust Company, Inc.	1,000,000	27.1.2016
Montilla International Corporation	500,000	11.2.2016

Exhibit B
Addresses

Name of Partner	Address
Sum (E.B.) 2015 - Limited Partnership	1 Shaul Hamelech Boulevard, Tel Aviv, Israel
Ergo (E.B. 2014) Ltd.	1 Shaul Hamelech Boulevard, Tel Aviv, Israel
Cogito (E.B.) 2015 Ltd.	1 Shaul Hamelech Boulevard, Tel Aviv, Israel
Southern Trust Company, Inc.	6100 Red Hook Quarter, B3, St. Thomas, USVI 00802
Montilla International Corporation	3076 St. Francis Drake's Highway, Road Town, Tortola, British Virgin Isles